

# Exhibit 122

**From:** Wells, Peter <Peter.Wells@kayescholer.com>  
**To:** Perry Lerner  
**CC:** John van Merkenstijn; Richard Markowitz; Rebecca Veillette; Amy Gregory; Michael Ben-Jacob  
**Sent:** 7/18/2014 3:28:13 AM  
**Subject:** Plan Documents for Signature  
**Attachments:** Perry Lerner - Old Park Lane Appendix A & B Signature Pages.pdf; Perry Lerner - Power of Attorney.DOCX; PP - PER LERNER FIRST ASCENT.PDF; PP - PERRY LERNER ECLOSEGE.PDF; PP - PERRY LERNER LOGGER HEAD.PDF; PP - PERRY LERNER PAB.PDF; PP - PERRY LERNER TRAILING.PDF

PETER WELLS

EXHIBIT 3114

05 - 27 - 2021

Perry,

As referenced in my email from earlier today attached to this email are the signature pages (please do NOT date anything) for your following plans:

1. Oak Park Lane Documents – these documents apply to all the plans:
  - Please sign Appendix A in two spots: in the box next to your name (under the word “Signature”), and on the line above your name
  - Please sign Appendix B above your name (once you have returned copies from us we will get John signature as the authorized trader)
2. PAB Facilities Global LLC
  - Plan Documents – Please sign next the word “Signature”, print your name and write “Manager” next to the Title/Position; then also sign above your name as Trustee. On the following page please sign next to the word “Signature”, print your name and write “Manager” next to the Title/Position
  - Formal Record of Action – Please sign above your name where indicated
  - Operating Agreement Signature Page – Please sign above your name where indicated
3. Trailing Edge Productions LLC
  - Plan Documents – Please sign next the word “Signature”, print your name and write “Manager” next to the Title/Position; then also sign above your name as Trustee. On the following page please sign next to the word “Signature”, print your name and write “Manager” next to the Title/Position
  - Formal Record of Action – Please sign above your name where indicated
  - Operating Agreement Signature Page – Please sign above your name where indicated
4. Eclouge Industry LLC
  - Plan Documents – Please sign next the word “Signature”, print your name and write “Manager” next to the Title/Position; then also sign above your name as Trustee. On the following page please sign next to the word “Signature”, print your name and write “Manager” next to the Title/Position
  - Formal Record of Action – Please sign above your name where indicated
  - Operating Agreement Signature Page – Please sign above your name where indicated
5. Loggerhead Services LLC
  - Please sign next the word “Signature”, print your name and write “Manager” next to the Title/Position; then also sign above your name as Trustee. On the following page please sign next to the word “Signature”, print your name and write “Manager” next to the Title/Position
  - Formal Record of Action – Please sign above your name where indicated
  - Operating Agreement Signature Page – Please sign above your name where indicated
6. First Ascent Worldwide LLC
  - Please sign next the word “Signature”, print your name and write “Manager” next to the Title/Position; then also sign above your name as Trustee. On the following page please sign next to the word “Signature”, print your name and write “Manager” next to the Title/Position

Formal Record of Action – Please sign above your name where indicated

Operating Agreement Signature Page – Please sign above your name where indicated

Please also send me a copy of your signed power of attorney, which I have attached to this email for your convenience here again.

Let me know if you have any questions.

Regards,

Peter

Peter Wells

Kaye Scholer LLP

425 Park Avenue | New York, New York 10022

T: +1 212.836.8662 | F: +1 212.836.6447

[peter.wells@kayescholar.com](mailto:peter.wells@kayescholar.com) | [www.kayescholar.com](http://www.kayescholar.com)

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**FIRST ASCENT WORLDWIDE LLC  
ROTH 401(K) PLAN**

Established as of January 1, 2014

Copyright 2002-2014

All Rights Reserved.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

FIRST ASCENT WORLDWIDE LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

TRUSTEE:

\_\_\_\_\_  
Perry Lerner

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FIRST ASCENT WORLDWIDE LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**FIRST ASCENT WORLDWIDE LLC  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of FIRST ASCENT WORLDWIDE LLC (the "Company").

With respect to the adoption of the FIRST ASCENT WORLDWIDE LLC Roth 401(k) Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

**RESOLVED FURTHER:** That Perry Lerner is hereby appointed as the Trustee of the Plan; and

**RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Perry Lerner

IN WITNESS WHEREOF, the party has entered into this Agreement as of the date and year first above set forth.

---

Perry Lerner, Manager and Member

**ECLOUGE INDUSTRY LLC  
ROTH 401(K) PLAN**

Established as of January 1, 2014

Copyright 2002-2014

All Rights Reserved.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

ECLOUGE INDUSTRY LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

TRUSTEE:

Perry Lerner

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ECLOUGE INDUSTRY LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

V4.02-4.02

**ECLOUGE INDUSTRY LLC  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of ECLOUGE INDUSTRY LLC (the "Company").

With respect to the adoption of the ECLOUGE INDUSTRY LLC Roth 401(k) Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

**RESOLVED FURTHER:** That Perry Lerner is hereby appointed as the Trustee of the Plan; and

**RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Perry Lerner

V-4.02

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IN WITNESS WHEREOF, the party has entered into this Agreement as of the date and year first above set forth.

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Perry Lerner, Manager and Member

**LOGGERHEAD SERVICES LLC**

**ROTH 401(K) PLAN**

Established as of January 1, 2014

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IN WITNESS WHEREOF, the parties have caused this Plan to be executed this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

LOGGERHEAD SERVICES LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

TRUSTEE:

Perry Lerner

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

LOGGERHEAD SERVICES LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

V4.02-4.02

**LOGGERHEAD SERVICES LLC  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of LOGGERHEAD SERVICES LLC (the "Company").

With respect to the adoption of the LOGGERHEAD SERVICES LLC Roth 401(k) Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

**RESOLVED FURTHER:** That Perry Lerner is hereby appointed as the Trustee of the Plan; and

**RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Perry Lerner

IN WITNESS WHEREOF, the party has entered into this Agreement as of the date and year first above set forth.

---

Perry Lerner, Manager and Member

**PAB FACILITIES GLOBAL LLC**

**ROTH 401(K) PLAN**

Established as of January 1, 2014

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All Rights Reserved.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

PAB FACILITIES GLOBAL LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

TRUSTEE:

\_\_\_\_\_  
Perry Lerner

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PAB FACILITIES GLOBAL LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

V4.02-4.02

**PAB FACILITIES GLOBAL LLC  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of PAB FACILITIES GLOBAL LLC (the "Company").

With respect to the adoption of the PAB FACILITIES GLOBAL LLC Roth 401(k) Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

**RESOLVED FURTHER:** That Perry Lerner is hereby appointed as the Trustee of the Plan; and

**RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Perry Lerner

IN WITNESS WHEREOF, the party has entered into this Agreement as of the date and year first above set forth.

---

Perry Lerner, Manager and Member

**TRAILING EDGE PRODUCTIONS LLC**

**ROTH 401(K) PLAN**

Established as of January 1, 2014

Copyright 2002-2014

All Rights Reserved.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

TRAILING EDGE PRODUCTIONS LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

TRUSTEE:

\_\_\_\_\_  
Perry Lerner

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TRAILING EDGE PRODUCTIONS LLC:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

V4.02-4.02

**TRAILING EDGE PRODUCTIONS LLC  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of TRAILING EDGE PRODUCTIONS LLC (the "Company").

With respect to the adoption of the TRAILING EDGE PRODUCTIONS LLC Roth 401(k) Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

**RESOLVED FURTHER:** That Perry Lerner is hereby appointed as the Trustee of the Plan; and

**RESOLVED FURTHER:** That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Perry Lerner

IN WITNESS WHEREOF, the party has entered into this Agreement as of the date and year first above set forth.

---

Perry Lerner, Manager and Member

Appendix A

<u>AUTHORISED SIGNATORIES OF TRUST</u>		
Full Name	Date of Appointment	Signature
Perry Lerner		

Each copy signature shown above is a true and accurate copy signature of the named Authorised Signatory.

Name of Trustee: Perry Lerner

Signature of Trustee: \_\_\_\_\_

Appendix B

AUTORISED TRADERS OF TRUST		
Full Name	Date of Appointment	Signature
John H. van Merkensteijn, III		

Each copy signature shown above is a true and accurate copy signature of the named Authorised Trader.

Name of Trustee: Perry Lerner

Signature of Trustee:

**LIMITED POWER OF ATTORNEY**

**WHEREAS**, Perry Lerner, of New York (the “Principal”), intends to, either directly or indirectly, through entities beneficially owned by him or established by him, including one or more limited liability companies and related qualified pension plans under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Entities”), enter into agreements to purchase stock in one or more publically traded companies (on margin or otherwise), enter into forward sales contracts in respect of one or more publically traded companies, enter into one or more notional principal contracts, and open one or more custody accounts with such institutions to accomplish the foregoing, including, without limitation, with Solo Capital Limited and Solo Capital Partners LLP, and to execute such documents and agreements as shall be necessary to implement the foregoing (the “Transactions”).

**WHEREAS**, the Principal intends to execute, or cause to be executed, any and all documentation necessary to establish bank, investment, security, and/or custody accounts, both foreign and domestic, for the purposes of implementing the foregoing, with such financial institutions or brokers to implement the Transactions, including, without limitation, with Solo Capital Limited and Solo Capital Partners LLP (collectively the “Financial Institutions”).

**WHEREAS**, the Principal desires to appoint Michael Ben-Jacob, of c/o Kaye Scholer, 425 Park Avenue, New York, NY 10022 to be his true and lawful agent and attorney-in-fact (the “Agent”) as more specifically provided below in respect of the Transactions.

**NOW, THEREFORE**, by this Power of Attorney made effective as of the 30th day of June 2014, the Principal hereby appoints the Agent with full power and authority for him and in his name and on his behalf to:

1. Execute any and all documents and forms related to the organization and establishment of the Entities.
2. Execute any and all forms and documents with the Financial Institutions as shall be necessary to establish bank, investment, security, and/or custody accounts with said Financial Institutions, including, but not limited to, any such documents that are required to appoint an authorized trader under any applicable account opening documents.
3. Execute any and all forward sales contracts, security lending agreements, guarantee deeds, custody agreements, tax reclaim agreements and any such other related documents in connection with the Transactions.
4. Execute, or cause to be executed, any and all documentation related to the foregoing or reasonably necessary to implement the foregoing.

**Other Powers of Attorney.** This Power of Attorney shall not revoke any prior Power of Attorney appointing any other attorney-in-fact or agent of the Principal, and any two such attorneys-in-fact or agents that have been granted concurrent authority may act separately.

**Indemnity.** The Principal agrees to indemnify any third party for any claims that may arise against the third party because of reliance on this Power of Attorney. The Principal understands that any termination of this Power of Attorney, whether the result of the Principal’s revocation of the Power of Attorney or

otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

The Principal, expressly warrants, represents and agrees to indemnify the Agent, if the Agent is or was a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative for any action or inaction on the part of the Agent in connection with this Power of Attorney against any expenses (including attorneys' fees and costs), judgments, fines, any interest, assessments, and other charges and amounts paid in settlement or actually incurred by the Agent in connection with that action, suit or proceeding except to the extent that there is a final unappealable judicial determination based on clear and convincing evidence (1) that the Agent's conduct was not taken in good faith or constitutes willful misconduct, or (2) with respect to any criminal action, proceeding or investigation that the Agent had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Agent did not act in good faith, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the Agent's conduct was unlawful. All costs and expenses of indemnification as provided by this paragraph, including legal fees, shall be paid currently by the Principal as they are incurred by the Agent until it shall ultimately be determined that the Agent is not entitled to be indemnified by the Principal against such expenses. At all times, the Agent shall be free to employ counsel of his choosing. The Agent shall be under no obligation to refund these payments (or to post security for refunding) unless and until there is an affirmative, final and unappealable finding by a court of competent jurisdiction that the Agent's conduct complained of in the litigation constituted bad faith or willful misconduct.

**Governing Law.** This Power of Attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Power of Attorney, its subject matter or its formation, (including non-contractual disputes or claims)) shall be governed by and construed in accordance with the law of the State of New York.

{Signature Page to Follow}

**IN WITNESS WHEREOF**, the parties have executed this Power of Attorney effective as of the date first written above.

**PRINCIPAL**

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PERRY LERNER

**AGENT**

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MICHAEL BEN-JACOB